

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

DEBORAH PUSTULKA,	:	
Plaintiff,	:	
v.	:	Case No. 1:22-cv-00342
BOARD OF EDUCATION OF THE	:	
LORAIN CITY SCHOOL DISTRICT,	:	
et al.,	:	
Defendants.	:	

AFFIDAVIT OF DEBORAH PUSTULKA

STATE OF OHIO)
COUNTY OF LORAIN) ss:

Now comes Deborah Pustulka who, after being duly cautioned and sworn, states as follows:

1. I am the Plaintiff in the above-captioned case.
2. I was employed by Defendant Board of Education of the Lorain City School District (hereinafter the "Board") under an administrator's contract. A true and accurate copy of said contract is attached hereto and marked as **Exhibit A**.
3. Defendant Jeffrey Graham (hereinafter "Defendant Graham") is and was the CEO of the Lorain City School District.
4. I received a letter dated December 16, 2021 from Defendant Graham. A true and accurate copy of said letter is attached hereto and marked as **Exhibit B**.
5. I also have a continuing contract as a teacher with the Board.

6. I received a letter dated December 16, 2021 from the Board's treasurer, which stated in part as follows:

Chief Executive Officer, Dr. Jeffrey Graham, has determined that your conduct as Principal of Palm Elementary does not fit in with his plans to reconstitute Palm Elementary School. This letter also is formal notice of Chief Executive Officer for the District's, Dr. Jeffrey Graham's, removal of you as an administrator (Principal) for the Lorain City School District pursuant to Ohio Revised Code §3302.10. Your removal as Principal of Palm Elementary is effective immediately.

A true and accurate copy of said letter is attached hereto and marked as **Exhibit C**.

7. As set forth in Defendant Graham's letter (Exhibit B), he removed me from my position as principal and effective on or about December 17, 2021, my pay as a principal under my administrator's contract ceased and I have not been re-employed or received pay since that time from the Board or Defendant Graham.

8. With respect to my employment as a continuing contract teacher, the December 16, 2021 letter from the treasurer (Exhibit C) indicates that the Board is proceeding under R.C. 3319.16 to terminate my continuing contract as a teacher.

9. At no point in time have I received from the Board, its treasurer, or Defendant Graham any notice under R.C. 3319.16 informing me of any intention to consider the termination of my administrator's contract and I have not been provided with any of the procedures set forth in R.C. 3319.16 and R.C. 3319.161 with respect to my contract as an administrator.

10. I received a copy of a letter dated January 3, 2022 from the treasurer of the Board to the Interim Ohio Superintendent of Public Instruction. A true and accurate copy of that letter, without its enclosures, is attached hereto and marked as **Exhibit D**.

11. Further, affiant sayeth naught.


Deborah Pustulka

Sworn to and subscribed in my presence by Deborah Pustulka on August 9th, 2022.



MARTIN J. CONRY
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.



Office of Human Resources

LORAIN CITY SCHOOLS
Lorain Administration Center
2601 Pole Avenue, Lorain, OH 44052
440.830.4010 fax 440.282.9541

ADMINISTRATOR'S CONTRACT
Under ORC 3319.02

This is an agreement between the CEO/Board of Education of the Lorain City School District and **Deborah Pustulka** the Administrator, executed in accordance with O.R.C. 3319.02 (c) under the purview of HB 70. The CEO/Board of Education hereby employs the Administrator as **Principal** for a period of **2** years, commencing **August 1, 2020** and ending **July 31, 2022**. The Administrator shall perform the duties of that position as prescribed by the laws of the State of Ohio and by the rules, regulations and position description adopted by the CEO/Board of Education, and in accordance with the terms and conditions of this agreement.

The CEO/Board of Education agrees as follows:

1. To pay the Administrator an annual base salary of **\$101,887.74**, Salary Schedule Step **5**, Group Rate **5**, and annual increases as provided by the Board to be paid in 26 bi-weekly installments in accordance with the policy of the CEO/Board of Education. The Administrator shall receive other compensation or benefits as itemized below: Training: **\$6,500.00**, Longevity: **\$3,000.00** Total Compensation: **\$111,387.74**
2. The annual salary of the Administrator may be increased during the term of this contract, but shall not be reduced except as provided by law.
3. To reimburse the Administrator for all actual and necessary travel and other expenses required in the performance of official duties during employment under this contract, subject to such limitations as may be provided by law, and in accordance with CEO/Board Policy.
4. The Administrator shall receive during the term of this contract, the Health Care, Dental, Vision, and Term Life Insurance (at 1-1/2 times base salary, plus Longevity, but not training), and other fringe benefits which are being provided to the certificated staff of the District at the time this contract is entered into.
5. That the Administrator shall receive sick leave as provided by the law. Earned sick leave may be accumulated as authorized by CEO/Board Policy up to 320 days.
6. That the Administrator shall be encouraged to attend appropriate professional meetings, the actual and necessary expenses of such attendance to be paid by the CEO/Board in accordance with CEO/Board Policy.

Visit Lorain City Schools at www.lorainschools.org

Exhibit

A



Office of Human Resources

LORAIN CITY SCHOOLS
Lorain Administration Center
2601 Pole Avenue, Lorain, OH 44052
440.830.4010 fax 440.282.9541

Deborah Pustulka
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The Administrator agrees:

1. To work a total of **215** days each year, including each day of the school calendar, and in addition, such number of days as may be required by the CEO/Superintendent of the Board of Education to enable the school district to complete the school year.
2. To devote time, skill, labor, and attention to performance of the duties of the position during the term of this contract.
3. That he shall, during the term of this contract, be subject to reassignment to any position for which the District requires administrative certification/licensure.
4. That he has been notified of and accepts his duties and obligations under Sections 3307.01 to 3307.72 of the Ohio Revised Code, relating to the State Teachers Retirement System (STRS).
5. That this position is contingent upon the continuation, at current levels, of any state and/or federal funding which directly supports the position to which the Administrator has been assigned.

**BOARD OF EDUCATION OF THE
LORAIN CITY SCHOOL DISTRICT**

By

CEO

And By

Treasurer

Deborah A. Pustulka 5-20-20

Administrator

Reviewed by

CEO Approval Date: **May 4, 2020**



LORAIN
CITY SCHOOLS

DR. JEFF GRAHAM
Superintendent/CEO

December 16, 2021

Deborah Pustulka
49970 Greystone Drive
Amherst, OH 44001

Re: Notification of Termination - *via email, certified mail and regular U.S. mail*

Dear Ms. Pustulka:

Pursuant to RC 3319.10, I have determined as the CEO of the Lorain City School District, that your role in handling the cafeteria incident of November 1, 2021, involving a student and one of the staff members you supervise, demonstrated a complete lack of good judgment and concern for the students in your school. Your actions after the incident in failing to honestly and completely disclose your role in the incident are even greater cause for concern.

I have determined that you cannot carry on as an administrator for the school district because your conduct is not consistent with accomplishing my plan to remove the school district from academic distress. You are hereby removed from your position as principal effective immediately. Since your conduct also reflects poorly on your ability to serve the district as a licensed teacher you are also suspended without pay from any duties with the school district, also effective immediately.

You will be receiving a separate notice from the Treasurer of the school district regarding whatever rights you may have with regard to my decisions.

Sincerely,

Dr. Jeff Graham
CEO, Lorain City Schools

cc: Treasurer
Executive Director of Human Resources LAA President
LAA Vice President
Dennis Pergram, Esq.
Erin Poplar, Esq.
Personnel file

Exhibit

B



LORAIN
CITY SCHOOLS

TREASURER'S OFFICE

TREASURER TIA KEARNEY | DIRECTOR OF FINANCE JULIE WEST | DIRECTOR OF ACCOUNTING DIANA MIGLETS

December 16, 2021

Deborah Pustulka
49970 Greystone Drive
Amherst, OH 44001

Re: Notification of Intention to Consider Termination - *via email, certified mail and regular U.S. mail*

Dear Ms. Pustulka:

This letter is a formal notice pursuant to Ohio Revised Code §3319.16 by the Lorain City School District of its intention to consider the termination of your contract. You are being placed on unpaid administrative leave, effective immediately. You have the right to request a hearing within ten days after your receipt of this notice by filing with me a written demand for hearing.

The grounds for consideration of termination of your contract are as follows: dereliction of duty, lack of professional judgment/mishandling of a situation requiring professional judgment, incompetence, failure to fully cooperate in an investigation and dishonesty.

Chief Executive Officer, Dr. Jeffrey Graham, has determined that your conduct as Principal of Palm Elementary does not fit in with his plans to reconstitute Palm Elementary School. This letter also is formal notice of Chief Executive Officer for the District's, Dr. Jeffrey Graham's, removal of you as an administrator (Principal) for the Lorain City School District pursuant to Ohio Revised Code §3302.10. Your removal as Principal of Palm Elementary is effective immediately.

Sincerely,

Tia R.H. Kearney

Treasurer, Lorain City Schools Board of Education

cc: CEO
Executive Director of Human Resources
LAA President
LAA Vice President
Dennis Pergram, Esq.
Erin Poplar, Esq.
Personnel file

Exhibit

C



LORAIN
CITY SCHOOLS

TREASURER'S OFFICE

TREASURER TIA KEARNEY | DIRECTOR OF FINANCE JULIE WEST | DIRECTOR OF ACCOUNTING DIANA MIGLETS

January 3, 2022

Stephanie K. Sidden, Ph.D.
Interim Ohio Superintendent of Public Instruction
Ohio Department of Education
25 South Front Street
Columbus, Ohio 43215-4183

Dear Superintendent Sidden:

On December 21, 2021, Lorain City School District received a demand for referee hearing pursuant to Ohio Revised Code 3319.16 regarding the termination of Deborah Pustulka. (See attached). It is the position of this school district that as a district under academic distress, pursuant to ORC 3302.10, the CEO of the district has plenary authority to remove Ms. Pustulka from her position as principal of Palm Elementary. This district therefore objects to the jurisdiction of any referee to determine whether the termination of Ms. Pustulka as principal was for good cause. However, Ms. Pustulka has tenure rights and pursuant to the Ohio Revised Code has a hearing right to determine whether good cause exists to terminate her from the district in the capacity of a classroom teacher.

Please advise us at your convenience as to the identities of the proposed hearing officers.

Very truly yours,

Tia R.H. Kearney
Treasurer
Lorain City Schools Board of Education

Exhibit

D